NOWELL AMOROSO KLEIN BIERMAN, P.A. 155 Polifly Road Hackensack, NJ 07601 (201) 343-5001 Rick A. Steinberg (RS-7396)

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FILED

U.S. DISTRICT COURT EASTERN DISTRICT OF NEW YORK

Attorneys for Plaintiff, Maersk Line

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK

MAERSK LINE,

VS.

COGAN, J.

2154 CV 15-

Plaintiff.

TRANSCO SHIPPING CORPORATION. :

Defendant.

COMPLAINT IN ADMIRALTY

Civil Action No.

Plaintiff, Maersk Line ("Plaintiff" or "Maersk"), by its attorneys, Nowell Amoroso Klein Bierman, P.A., by way of Complaint against Defendant, Transco Shipping Corporation ("Defendant" or "Transco"), avers as follows:

JURISDICTION

1. This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1333. This matter arises under the laws of the United States, in particular, The Shipping Act of 1984 (as amended), 46 U.S.C. § 40101 et seq. (hereinafter "the Shipping Act"), and involves contract(s) within the jurisdiction of this Court or claims pendent or ancillary to the same. This is an admiralty and maritime claim.

> FIRST COUNT (For Money due Under Tariff & Service Contracts)

- 2. Maersk is a common carrier by water, *inter alia*, in the interstate and foreign commerce of the United States as defined in the Shipping Act and was such a common carrier for the benefit of Defendant.
- 3. Defendant is and was at all times herein mentioned, a natural person, firm, association, organization, partnership, corporation, business, trust, or public entity, with its principal place of business or residence in this district and is and was a legal entity capable of being sued.
- 4. Venue is proper in this judicial district because it is where the claim arose and/or because Defendant resides or does business in the district.
- 5. Plaintiff has filed a schedule of its rates and charges and service contracts for the carriage of cargo, wharfage and dockage detention and demurrage with the Federal Maritime Commission or has otherwise maintained said rates, charges, tariffs or service contracts pursuant to the Shipping Act. Pursuant to the Shipping Act, Plaintiff is prohibited from transporting cargo for a lesser rate than that specified in its tariffs or service contracts. The Shipping Act also prohibits Defendant from obtaining transportation or attempting to obtain transportation of cargo at lesser rates.
- 6. Plaintiff transported cargo for the benefit of Defendant during 2012-2013 in the foreign commerce of the United States in the course and scope of Defendant's NVOCC operations. Such transportation and services provided are evidenced by Plaintiff's service contracts, bills of lading and/or freight bills, invoices, credit agreements and freight guarantees, the terms of which are incorporated herein through this reference. Plaintiff has fully performed its tariff obligations. A summary of the relevant bills of lading and invoices are attached hereto as Exhibit "A" and made a part hereof.
 - 7. Plaintiff has demanded that Defendant pay the full amount due of \$24,252.00.

8. Defendant has knowingly and willfully failed and refused to pay Plaintiff the full amount due.

9. Consequently, Defendant is liable to Plaintiff in the amount of \$24,252.00, plus reasonable attorney fees and interest thereon.

SECOND COUNT (Breach of Written Contract)

10. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 9 of the Complaint as if fully set forth herein.

11. Said transportation was performed pursuant to written contract(s) of carriage and/or service contracts between Plaintiff and Defendant, as evidenced by said bills of lading and/or invoices listed in Exhibit "A."

- 12. Plaintiff has fully performed its obligations under said contracts except those obligations, if any, which Plaintiff was excused from performing.
- 13. Plaintiff has demanded that Defendant pay the amount due under said contracts and the Defendant has refused to pay thereon.
- 14. Consequently, Defendant is liable to plaintiff in the amount of \$24,252.00, plus reasonable attorney fees and interest thereon.

THIRD COUNT (Unjust Enrichment)

- 15. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 14 of the Complaint as if fully set forth herein.
- 16. Defendant has been unjustly enriched by failing to pay the ocean freight and/or detention charges in an amount not less than \$24,252.00.

FOURTH COUNT (Quantum Meruit)

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- 17. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 16 of the Complaint as if fully set forth herein.
- 18. The fair value of the ocean cargo carriage and/or detention services provided by Plaintiff to Defendant is not less than \$24,252.00.

FIFTH COUNT (Account Stated)

- 19. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 18 of the Complaint as if fully set forth herein.
 - 20. Plaintiff issued the subject bills of lading on behalf of Defendant as consignee.
- 21. Based on the account stated, Plaintiff has been damaged in an amount not less than \$24,252.00.

SIXTH COUNT (Attorney Fees)

- 22. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 21 of the Complaint as if fully set forth herein.
- 23. The bill of lading provides at Section 16.6 that "If the Merchant fails to pay the Freight when due he shall be liable also for payment of service fee, interest due on any outstanding and/or overdue sum, reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier."
- 24. Based on the terms of the bill of lading, Defendant is liable to Plaintiff for reasonable attorney fees and expenses incurred in collecting any sums due to Maersk.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount not less than \$24,252.00, plus interest, court costs, attorney fees and such other relief as the court deems just and equitable.

Dated: Hackensack, New Jersey April 13, 2015

> NOWELL AMOROSO KLEIN BIERMAN, P.A. Attorneys for Plaintiff, Maersk Line

By:

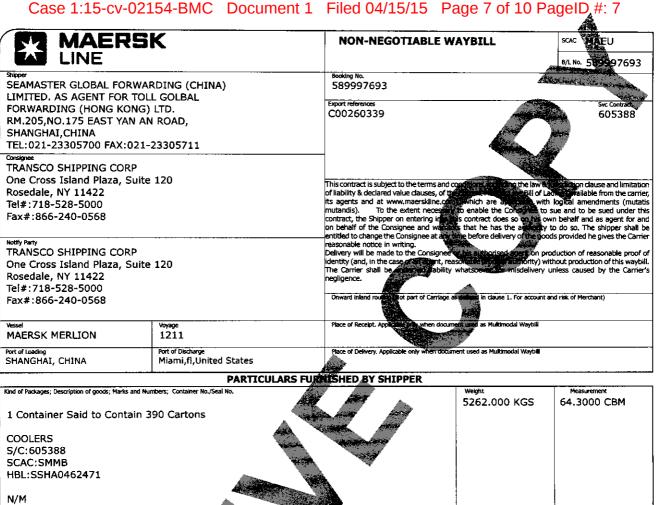
/s/ Rick A. Steinberg
Rick A. Steinberg (RS-7396)

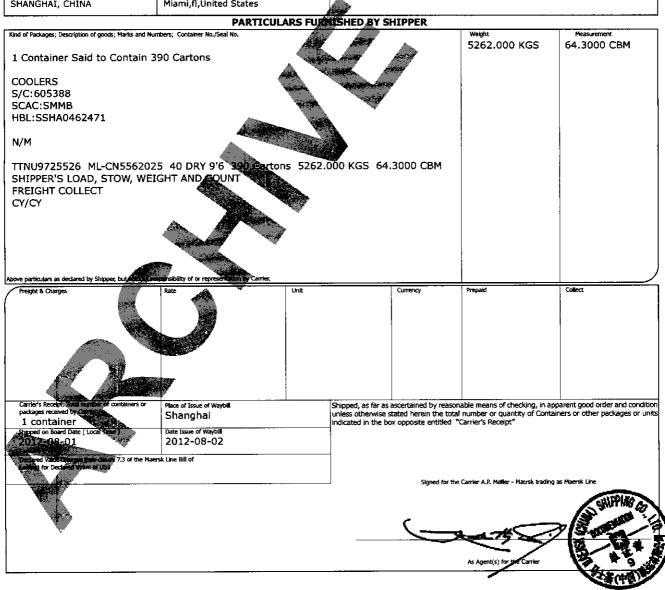
155 Polifly Road

Hackensack, New Jersey 07601

(201) 343-5001

EXHIBIT "A"





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Maersk Agency U.S.A., Inc. 9300 Arrowpoint Boulevard Charlotte NC 28273-8136

Original **DETENTION INVOICE Number:** 5247353278

Bill-to Party:

C TRANSPORT SERVICES INC

13390 SW 46TH CT

MIRAMAR FL 33027

Invoice Date:

08-14-2013

Due Date:

08-14-2013

Payment terms:

Payable immediately

Attention of:

DET/DEM ACCOUNTS PAYABLE

On behalf of:

C TRANSPORT SERVICES INC

13390 SW 46TH CT MIRAMAR FL 33027

Our Contact:

Doretha Pettaway

Our Telephone:

1-7045712362

Customer No:

US00949403

Maersk Agency U.S.A., Inc. as agent for carrier A.P. Moller Maersk A/S
Esplanaden 50, DK 1098 Copenhagen K, Denmark.
Trading under the name Maersk Line with below VAT number:
DK53139655 - applicable for exports to or imports from EU shipment (transactions not reported on EC Sales List)
DK12559410 - applicable for intra-EU or outside EU shipment (transactions reported on EC Sales List)

Total Amount Due

Condition	Rate	Base Value	Total(USD)
Net value			24,252.00
0% Non EU services VAT	0.00 %	24,252.00	0.00
Amount Due			24,252.00

Bill of Lading Number: 589997693

Origin Destination Vessel Voyage Place of Delivery: Miami

Description Container **Type** Start Qty UoM ROE Total(USD) 08-30-2012 09-08-2012 10 Freetime 09-09-2012 08-02-2013 1 CNT 1.00000 24,252.00 Per Diem TTNU9725526 40 DRY

Tier 1: 5 Days \times \$70.00 = \$350.00 Tier 2: 323 Days x \$74.00 = \$23902.00Loc: MIATM - Line: P3 - Contract: 605388

Billable Days: 328

Total Due:

24,252.00

^{*} Service Contract Number:

* Credit cards are now being accepted for demurrage and detention payments
Demurrage – Simply call the Maersk Release Team at 877-699-9444, option #1
Detention – Simply call the Maersk D&D Team at 877-699-9444, option #5

* Electronic payments:

* For proper application of your funds, include a copy of your Maersk invoice(s) or bill of lading number(s) with your payment.



Maersk Agency U.S.A., Inc. 9300 Arrowpoint Boulevard Charlotte NC 28273-8136

DETENTION INVOICE Number: 5247353278

For electronic payments, please forward your remittance information via email to NAMFRCSVCACH@maersk.com.

* Bank: Bank of America
Account Information:
Wire Only- ABA: 026009593 Account: 4426928403
ACH Only- ABA: 111000012 Account: 4426928403
Type of Account: Customer Connections Account

* If paying by check, please remit payment to:
Maersk Agency U.S.A., Inc.
Attention: Payment Services - 3rd Floor South
9300 Arrowpoint Blvd
Charlotte, NC 28273-8136